



METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Scott Haggerty, Chair
Alameda County

June 17, 2009

Adrienne J. Tissier, Vice Chair
San Mateo County

INVITATION FOR BID

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Letter of Invitation

Tom Bates
Cities of Alameda County

For Provision of MTC/ABAG Office Supplies

Dean J. Chu
Cities of Santa Clara County

Dear Office Supply Vendor:

Dave Cortese
Association of Bay Area Governments

The Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments ("ABAG") (collectively "Agencies") invite your firm to respond to this Invitation for Bid ("IFB") to provide office supplies. Agencies intend to select a vendor to supply office supplies for two calendar years, with the option, on Agencies' part, to extend the agreement for three (3) additional consecutive one-year periods for a total of four years. Separate purchase orders will be issued by each agency.

Chris Daly
City and County of San Francisco

Bill Dodd
Napa County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

MTC is a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.* ABAG is a joint exercise of powers agency formed under California Government Code §6500 *et seq.* MTC and ABAG offices are located in the Joseph P. Bort MetroCenter, a condominium office building owned by three public agencies and located at 101 - 8th Street, Oakland, CA.

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sue Lempert
Cities of San Mateo County

Jake Mackenzie
Sonoma County and Cities

Jon Rubin
San Francisco Mayor's Appointee

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Amy Rein Worth
Cities of Contra Costa County

Ken Yeager
Santa Clara County

Steve Heminger
Executive Director

Ann Flenner
Deputy Executive Director, Operations

Andrew B. Fremier
Deputy Executive Director,
Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions, Specifications, Bid and Reference Forms and all other appendices comprise the IFB for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

Bid Submission

Interested bidders must submit their bids in sealed envelopes by 4:00 p.m. on July 22, 2009. **Bids received after that date and time will not be considered. All bids must be completed and submitted on the enclosed Bid Form, Appendix A, in order to be considered. Appendix B, Reference Form, must be submitted with the bid.** Bidders who do not complete all appendices risk being found non-responsive. A signed bid is deemed to be an offer to enter into a contract for services bid and is firm for ninety (90) days from the date of bid opening, unless extended by the bidder.

Agencies Point of Contact

Bids and all inquiries relating to this IFB should be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5897. Email inquiries may be directed to drodri@mtc.ca.gov.

Denise Rodrigues, Project Manager
MTC
101 - 8th Street
Oakland, CA 94607-4700
Fax: (510) 817-5859

Minimum Qualifications

To be eligible to submit a bid, a bidder must:

1. Have been regularly engaged in the business of office supplies for at least three (3) years;
2. Have provided office supplies under at least four (4) contracts of similar size and scope during the last three (3) years; and
3. Provide online ordering.

Bidders may be required to verify these qualifications prior to the award of contract.

Specifications, Schedule and Budget

The specifications for this project are described in *Appendix A* to this IFB. Section III of this IFB, Special Conditions, also contains substantive requirements with which you must fully comply in order to guarantee your responsiveness to this IFB.

Selection of a Vendor does not commit Agencies to order any or all the items listed on the bid form. These items represent Agencies' estimate of their combined annual requirements for these items. In addition, Agencies reserve the right to order additional office supply items that do not appear on the bid form. Over the last three calendar years, MTC has ordered an average of \$60,000 per year in office supplies and computer supplies; ABAG has ordered an average of \$110,000 per year in office supplies. A Purchase Order (PO) will be issued by each agency on an annual basis. Agencies intend to obtain office supplies on an as needed basis by telephone, fax or online website.

The Vendor selected as a result of this IFB shall provide office supplies between October 1, 2009 and June 30, 2011. At MTC's and ABAG's option, the POs may be renewed for three (3) additional one-year periods at the prices specified in the *Appendix A*, Bid Form. Office supplies ordered after June 30, 2010 are subject to the budget approval processes of the Agencies.

Vendor Selection

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. Quality and reliability of service are of the highest importance. In order to ensure superior service, references will be checked, and bidders may be required to provide additional information verifying their experience.

The selected Vendor will be the responsible bidder submitting the lowest responsive bid for all bid items combined, as indicated on the Grand Total line on *Appendix A*, Bid Form.

Bidder Selection Timetable

July 22, 2009, 4:00 p.m.	Closing date & time for receipt of bids & bid opening.
September 9, 2009	MTC Administration Committee review of staff recommendation for award
September 9, 2009 (approximate)	ABAG Executive Director review of staff recommendation for award
October 1, 2009 (approximate)	Issuance of Purchase Orders

General Conditions

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

Agencies reserve the right to award a contract or to reject all bids.

Your attention is directed to the conditions for the enclosed MTC and ABAG purchase orders, which will be incorporated in all POs issued.

A signed Agency PO (*Appendix C, General Conditions for MTC Purchase Orders, and Appendix D, General Conditions for ABAG Purchase Orders*) mailed or delivered to a particular bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents referenced herein, any deviations from the specifications expressly accepted by MTC, and all terms and conditions of the PO.

Authority to Commit Agencies

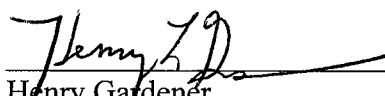
The Executive Director of MTC will recommend the successful bidder to MTC's Administration Committee, which will commit MTC to the expenditure of funds in connection with this IFB. The Executive Director of ABAG can approve the successful bidder and the expenditure of funds in connection with this IFB on behalf of ABAG without committee action.

Agencies appreciate your participation in this bidding process.

Sincerely,



Steve Heminger
Executive Director, MTC



Henry Gardener
Executive Director, ABAG

SH/HG/DR

INVITATION FOR BID

by

METROPOLITAN TRANSPORTATION COMMISSION

and

ASSOCIATION OF BAY AREA GOVERNMENTS

for

PROVISION OF OFFICE SUPPLIES

June 17, 2009

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS

A. *Directions*

This package contains the specifications regarding the products to be provided and the schedule. (See Appendix A, **Specifications**) **All bids must be completed and submitted on the enclosed Bid Form, Appendix A, in order to be considered. Appendix B, Reference Form, must also be submitted with the bid.** Bidders who do not complete all appendices, risk being found non-responsive.

The provisions set forth below specify the standards by which bids will be received and considered by MTC/ABAG. Bids not complying with these provisions may be considered non-responsive by either agency.

Your bid package shall include the following:

- Signed and completed Bid Form (*Appendix A*)
- Completed Reference Form (*Appendix B*)

B. *Definitions*

1. MTC: Metropolitan Transportation Commission
2. ABAG: Association of Bay Area Governments
3. Agencies: MTC and ABAG
4. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
5. Supplier: The Bidder to whom a purchase order or contract is mailed or otherwise offered.
6. Bid: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to MTC.
7. Contract: A signed MTC Purchase Order (PO), and *Appendix C, General Conditions for MTC Purchase Orders*, or a signed ABAG PO and *Appendix D, General Conditions for ABAG Purchase Order* mailed or delivered to a particular bidder, shall constitute binding contracts, which incorporate this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by MTC/ABAG, and all terms and conditions of the PO.

C. Preparation of Bid

1. General

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid.

2. Bid Price

The bid price shall include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead, and profit and all other services necessary for proper execution and completion of the work.

3. Taxes

The total bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

4. Irregular Bids

Bids may be rejected if they show such irregularities as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

5. Conditional Bids

No condition included in a bid shall be binding upon Agencies if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by MTC or ABAG.

6. Addenda and Interpretations

Agencies will not be responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Project Manager (see Letter of Invitation) MTC, 101 - 8th Street, Oakland, CA 94607-4700. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed and/or faxed with a request for confirmation, to all bidders who have requested addenda. All addenda so issued shall become part of the Contract Documents.

7. Brand Names

Any references to Brand Names or the names of manufacturers and their catalog numbers are only descriptive of the variety and quality of items desired, and are not intended to be restrictive unless specifically indicated otherwise. Bids on items equal to those indicated herein for descriptive purposes will be considered, unless otherwise indicated, provided that a clear and detailed description of the manufacturer and model number of the substitution is given and the manufacturer's specifications are attached to the bid. Agencies reserve the right to determine at its sole discretion whether an item proposed is of equal value, utility or merit to the standards established by the Brand Name indicated.

8. Deviations

Agencies reserve the right to permit deviations from the specifications if an article offered is deemed by Agencies to be of as good quality and as satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by Bidder, the article offered will be assumed to be in accordance with specifications indicated.

9. Examination of Plans, Specifications and Sites

The Bidder shall satisfy him/herself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be *prima facie* evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

10. Submission

Only bids submitted on the furnished bid form will be considered. Bids received after the date and time indicated for receipt of bids will not be considered. Bidders will be solely responsible for the delivery of the bid to Agencies by the time, on the date, and at the location indicated for receipt of bids.

11. Withdrawal Before Bid Opening

No bid may be modified; however, a bid may be withdrawn by written request, signed by the individual who signed the bid or his authorized representative, and received by Agencies prior to the time indicated for receipt of bid.

12. Protest of Specifications

Prospective bidders may submit written protests of IFB specific specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date bids are due. Such protests will be reviewed by MTC and responded to prior to bid opening. If appropriate, the time of bid opening will be extended to accommodate any changes in the IFB.

13. Relief of Bidder after Bid Opening

Unless Agencies in their sole discretion elects otherwise, a Bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistake. If a Bidder requests relief and Agencies agree to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave Agencies written notice of the mistake within five days after the opening of bids, specifying in detail how the mistake occurred;
- (c) The mistake made the bid materially different than the Bidder intended it to be; and
- (d) The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

D. Award of Contract

1. Bid Opening

Bids will be opened at the address, on the date, and at the hour indicated herein for the receipt of bids. Bidders are invited (not required) to be present.

2. Duration of Offer

A signed bid is deemed to be an offer to enter into a contract for services bid and is firm for ninety (90) days from the date of bid opening, unless extended by the bidder.

3. Discretion of MTC/ABAG

Agencies reserve the right to reject any and all bids and to waive informalities and minor irregularities in bids received, other provisions herein notwithstanding.

4. Selection of Supplier

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. Quality and reliability of service are of the highest importance. In order to ensure superior service, references will be checked, and bidders may be required to provide additional information verifying their experience.

The selected Vendor will be the responsible bidder submitting the lowest responsive bid for all bid items combined, as indicated on the Grand Total line on *Appendix A*, Bid Form.

5. One Bid

If Agencies receive only one bid and that bid is made on terms differing from those set forth herein, Agencies may, at their discretion, accept such terms as responsive.

6. Selection Disputes

A bidder may protest the selection of a Contractor on the grounds that the Agencies procedures, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by the Agencies by submitting to the Project Manager a written explanation of the basis for protest within three (3) working days after bid opening.

The Agencies decision to award a contract to a Contractor shall be conditioned upon the expiration of the protest period.

II. GENERAL CONDITIONS

A. Independent Supplier

Supplier is an independent contractor and not an employee or agent of Agencies and has no authority to contract or enter into any other agreement in the name of Agencies. Supplier has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Supplier who are assisting in the performance of services under this Agreement. Supplier shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Supplier shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

B. Changes to Purchase Order

Any material changes to the terms of the PO shall require a written amendment to the purchase order, signed by the MTC or ABAG Executive Director, as applicable, or a designated representative and Supplier. No claim for additional compensation shall be recognized unless contained in a duly executed amendment.

C. Termination

1. Termination for Convenience

MTC and ABAG may, by written notice stating the extent and effective date, terminate their contracts with the Supplier for convenience in whole or in part, at any time. MTC and/or ABAG, as applicable, shall pay the Supplier as full compensation for performance until such termination: the pro rata price for the period of performance up to the time of termination and reasonable termination costs. In no event shall Agencies be liable for any loss of profits on the portion of the contract so terminated.

2. Termination for Default

If Supplier becomes insolvent, assigns or subcontracts the work without Agencies' approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, Agencies may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Supplier, setting forth the manner in which Supplier is in default. If Supplier does not cure the breach or propose a plan and schedule for curing the breach acceptable to Agencies within the ten (10) day period, the Contract shall be deemed terminated.

Agencies shall pay the Supplier as full compensation for performance until such termination the amount which would be payable under the Contract, offset by any costs incurred by Agencies to correct or complete work required under the Contract, including the difference between Supplier's price for the contract and any higher price paid to another Supplier retained to complete the work.

If it is determined by Agencies that Supplier's failure to perform resulted from unforeseeable causes beyond the control of Supplier, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Supplier, Agencies, after setting up a new delivery or performance schedule, may allow Supplier to continue work, or treat the termination as a termination for convenience.

D. Payment

Supplier shall submit monthly invoices specifying the office supply products for which payment is sought and the amount currently due. Invoices shall be dated and numbered in serial order by Contractor. Agencies will pay invoices no later than thirty (30) days of their receipt and upon approval of the Office Paper Product delivery.

All invoices shall be made in writing and delivered or mailed to MTC or ABAG as follows:

Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Attention: Accounting Office

Association of Bay Area Governments
P.O Box 2050
Oakland, CA 94604-2050
Attention: Accounting Office

E. Assignment

The Supplier shall not assign any right, duty or responsibility in this contract without the prior written consent of Agencies thereto; provided however, that claims for money due or to become due to Supplier from Agencies under this Contract may be assigned without such approval. Notice of any such assignment shall be furnished promptly to Agencies, and any such assignment shall be subject to all authorized withholdings in favor of Agencies.

F. Choice of Law

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California.

G. Prohibited Intent

No member, officer or employee of Agencies during his/her tenure shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

III. SPECIAL CONDITIONS

A. Bidder's Qualifications

To be eligible to submit a bid, a bidder must:

1. Have been regularly engaged in the business of office supplies for at least three (3) years;
2. Have provided office supplies under at least four (4) contracts of similar size and scope during the last three (3) years; and
3. Provide online ordering.

The bidder may be required to verify these qualifications prior to the award of the contract.

B. Period of Performance and Price Guarantee

Supplier shall provide the supplies and services required under *Appendix A* of this IFB, beginning in October 1, 2009 through June 30, 2011, subject to the approval of annual MTC operating budgets. At Agencies' sole option, the contract may be extended for three (3) additional consecutive one-year periods at the prices stated in Bidder's *Appendix A*, Bid Form.

C. Subcontractors

Bidders may not subcontract all or any portion of the work to be performed under the contract.

D. Recycled Office Paperer Products

It is MTC/ABAG's policy to use recycled paper products whenever possible. Recycled paper is defined in *Appendix E*, Recycled Paper Product – Definition. Bidders must specify on the *Appendix A*, Bid Form the minimum, if not exact, percentage of recycled paper product in the paper products, and both the postconsumer and secondary waste content regardless of whether the paper product meets the percentage of recycled paper product required pursuant to *Appendix E*.

E. Acceptance by Agencies

The MTC Purchasing Technician and ABAG Supply Clerk will be responsible for accepting delivery of the office supplies supplied under this IFB. Acceptance of an order does not affect or negate the guaranty provided under Section G, Guaranty below.

F. Delivery

All office supplies shall be delivered within a two-day turnaround time of MTC's and ABAG's placing an order. Vendor shall deliver items ordered by MTC to specific departments upon request. "Rush" orders shall be delivered within the time frame stated in the order, the deadline for which may be as early as within eight hours of MTC or ABAG's placing an order. A signed bid form is considered to be a binding commitment by the Bidder to meet this delivery standard, at no additional delivery charge to Agencies.

G. Guaranty

Bidders, by the submission of bids, guarantee all office supplies to be supplied to be free from faulty materials. Upon receiving notification from Agencies, the Supplier shall replace, without cost to Agencies, and to Agencies' satisfaction, all defective, damaged, and imperfect items. Final payment shall not void this guaranty. The acceptance of delivery and products provided under this IFB does not affect or nullify this guaranty.

H. Notices

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC: Attention: Denise Rodrigues, Project Manager
 MTC
 101 - 8th Street
 Oakland, CA 94607-4700

To ABAG: Attention: Fred Castro, Office Manager
 ABAG
 101 8th Street
 Oakland, CA 94607-4700

To Supplier: Signator of Bid form
 Address on Bid Form

APPENDIX A
Bid Form

Vendor must submit pricing as required below. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the Vendor's performance.

I. Office Supplies

Description	Item #	UOM	Brand/ Company**	Unit Price*	Est. Qty	Total
1. 1/5 WHITE INDEX	W3258	BX	ESSELETE		130	
2. BADGE,NAME,VISITOR,SS,BLU	92245	BX	C-LINE		140	
3. BINDER,3RG,ECON,1",RED	03310	EA	AVERY		80	
4. BINDER,PSBD,PRG,LTR,GRN	81452	EA	SMEAD		575	
5. BINDER,VIEW,D-RG,HD,1.5",NVY	79805	EA	AVERY		80	
6. BINDER,VIEW,D-RG,HD,1.5",WHT	79195	EA	AVERY		80	
7. BINDER,VW,R-RG,POLY,5/8",WHT	43331	EA	WILSON JONES		80	
8. BNDR,D-RNG,VIEW,LTR,2"WE	79192	EA	AVERY		200	
9. BNDR,RNDR,8.5X11,2"WE	05731	EA	AVERY		100	
10. BNDR,RNG,11X8.5,.5IN,RD	03210	EA	AVERY		350	
11. CASSETTE,AUDIO,60MIN	UR60	EA	MAXWELL		225	
12. CASSETTE,AUDIO,90MIN	UR90	EA	MAXWELL		310	
13. C-LINEP,BINDER,3/4IN,12/BX	99020	BX	GENERIC		110	
14. C-LINEP,BINDER,MED	10210	DZ	UNIVERSAL		110	
15. C-LINEP,BINDER,MINI,1/2"	72010	DZ	ACCO		344	
16. C-LINEP,PLASTIC,LRG,AST	LP0600	BX	BAU		140	
17. COVER,REP,PSBRD,11X8.5DGN	25976	EA	ACCO		150	
18. COVER,RPT,LTR,SD,PSBD,DBL	25973	EA	ACCO		900	
19. ERASER,INK/PENCIL,UNION	70522	EA	PAPERMATE		200	
20. FLAG,POST-IT,ARROW,5COL	684ARR1	PK	3M		75	
21. TAPE,CORRECTION,WE,10/PK	68721	PK	TOM		50	
22. FLUID, CORRECTION,PMOP,WE	28411	EA	PAPERMATE		80	
23. FOLDER,HNG,LTR,1/3,TAB,GRN	64035	BX	SMEAD		90	
24. FOLDER,LTR,1/3,11PT,MAN	10330	BX	SMEAD		150	
25. FRAME,8.5X11,GLD/BLK	N2709N6T	EA	DAX FRAMES		190	
26. INDEX,5TAB,WO,ERS,COL	23076	ST	AVERY		110	
27. INDEX,BINDER,LTR,8TAB,COL	20819	ST	UNIVERSAL		100	
28. MARKER,FLAIR,PP,BLU	8410152	DZ	PAPERMATE		510	
29. MARKER,FLAIR,PT GRD,RD	8420152	EA	PAPERMATE		70	
30. NOTE,HIGHLAND,3X3,YEL	6549YW	PK	3M		90	
31. PAPERMATEER,PAD,LGL,LR,DOCKET,WHT	63410	PK	TOP BUS FORMS		80	
32. PEN,MARKING,PTGUARD,MED,BLK	8430152	DZ	PAPERMATE		410	
33. PEN/HIGHLIGHTER,BP,BLK/YEL	81150	DZ	ZEBRA		290	
34. PENCIL,#2,UNIVERSAL	55400	DZ	UNIVERSAL		75	

35. POCKET,FILE,LTR,3.5EXP,BE	73225	EA	SMEAD		125	
36. POCKET,LTR,STRT,3.5",GRN	73226	EA	SMEAD		80	
37. POCKET,LTR,STRT,5.25",BLU	73235	EA	SMEAD		130	
38. RECYC STENO BOOK- DOZEN	74680	DZ	TOP BUS FORMS		75	
39. TAPE,CORRECTION,MONO,WE	68620	EA	TOMBOW		110	
40. RUBBER BAND,STE,#62,2.5",1#	24625	BX	ALL		15	
41. RUBBER BAND,STE,#64,3.5",1#	24645	BX	ALL		15	
42. BATTERY,ALKALINE,IND,AA	EN91	BX	EVE		5	
43. BATTERY,ALKALINE,AA	E91FP12	PK	EVE		10	
44. BATTERY,ALKALINE,AA	E91SBP3 6H	PK	EVE		10	
45. BATTERY,ALKALINE,IND,AAA	EN92	BX	EVE		10	
46. BATTERY,LITHIUM,E2,AA	L91BP8	PK	EVE		10	
47. STAPLES,SHARP PT	79000	BX	UNV		20	
48. STAPLERS, FULL STRIP-BLK	B326BLK	EA	BOS		1	
49. STAPLER,DESK,B2200,BLK	B2200BK	EA	BOS		1	
50. DISPENSER,TAPE,1"CORE,SG	C60SG	EA	3M		10	
51. LABELS, 30/PER SHEET (100)	5160	BX	AVERY		1	
52. FASTENERS, 2" ADHESIVE PRONGS	70020	BX	ACCO		1	
TOTAL:						

**Include all discounts*

*** Any references to Brand Names or the names of manufacturers and their catalog numbers are only descriptive of the variety and quality of items desired, and are not intended to be restrictive unless specifically indicated otherwise. Bids on items equal to those indicated herein for descriptive purposes will be considered, unless otherwise indicated, provided that a clear and detailed description of the manufacturer and model number of the substitution is given and the manufacturer's specifications are attached to the bid. Agencies reserve the right to determine at their sole discretion whether an item proposed is of equal value, utility or merit to the standards established by the Brand Name indicated.*

Estimated Volumes-No minimum delivery estimate is stated in this IFB. No guarantee of the actual quantity requirements is implied or expressed by this IFB. Orders shall be based on actual need.

II. Office Furniture / Equipment:

Description	Item #	UOM	Brand/ Company**	Unit Price*	Est. Qty	Total
1. CABINET,36X18,42"H,LGY	84107	EA	HARBOUR CREATIONS		2	
2. CALCULATOR,8DIG,BASIC	EL330MB	EA	SHARP		10	
3. CALCULATOR,PRINT 12-DIGIT	EL2630PIII	EA	SHARP		2	
4. CHAIR,STACK,SQR BACK,IR	1081BP19T	CT	HON		9	
5. FILE,LAT,2DRW,30"W/LK,LGY	572LQ	EA	HON		4	
6. FILE,LAT,2DWR,36"W/LK,LGY	582LQ	EA	HON		3	
7. FILE,LAT,4DRWR,W/LK,42"PY	694LL	EA	HON		2	
8. FILE,LAT,4DWR,36",W/LOCK,PTY	584LL	EA	HON		2	
9. FILE,LAT,4DWR,W/LK,30",PY	674LL	EA	HON		2	
10. FILE,VERT,2DWR,LGL,W/LOCK,PTY	512CPL	EA	HON		1	
11. HP 2840 PRT W/ CARE PACK	HP240	EA	HP		1	
12. LECTERN,PORTBL TBLTOP,MOK	8920MO	EA	SAFCO		1	
13. PRINTER,LABEL,CD-R,SLV	CWK85	EA	CASIO		1	
14. PROLIFTIX 48X30 TABLE	TKEB4830	EA	WOR		1	
15. PURIFIER,F/10X11ROOM,LWGY	HAP242UC	EA	HOLMES AIR		1	
16. RECORDER,WS110,DICTATN,WE	141942	EA	OLYMPUS		9	
17. SHREDDER,P70CM,CONFIT CUT	34360	EA	FELLOWES		1	
18. TABLE,UTIL,18X30,WAL	UT183030 WA	EA	BARRICKS		2	
TOTAL:						

*Include all discounts

** Any references to Brand Names or the names of manufacturers and their catalog numbers are only descriptive of the variety and quality of items desired, and are not intended to be restrictive unless specifically indicated otherwise. Bids on items equal to those indicated herein for descriptive purposes will be considered, unless otherwise indicated, provided that a clear and detailed description of the manufacturer and model number of the substitution is given and the manufacturer's specifications are attached to the bid. Agencies reserve the right to determine at their sole discretion whether an item proposed is of equal value, utility or merit to the standards established by the Brand Name indicated.

Estimated Volumes-No minimum delivery estimate is stated in this IFB. No guarantee of the actual quantity requirements is implied or expressed by this IFB. Orders shall be based on actual need.

III. Catalog Discount

In addition to the list above, proposers must include the % discount for items in their catalog. These items must be items that are classified as office supplies, printer supplies, toner, or paper products.

If Proposer will not be providing a discount, they should indicate “0”, or “Not Applicable”, etc. If discounts will vary for items, Proposers should indicate that on their bid form.

Failure to provide a response to the discounts for non-essential items will be considered non-responsive and proposers will not be considered for purchase of non-essential items.

Catalog discount: _____ %

IV. Grand Total

Add Totals from Section I and II above: \$ _____

Insert total discount (listed in Section III) based on an estimated purchase of \$1500: \$ _____

Grand Total: \$ _____

IV. Describe the process used to evaluate purchasing patterns that result in the identification of items that may be eligible to add to the list of Contract Items and opportunities for price reductions to existing Contract Items during the term of any resulting agreement:

V. The prices proposed in the Proposer’s response will be valid for the initial term of the resulting agreement. The Proposer’s cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to MTC and ABAG if the agreement is renewed after the initial term. The Proposer must explain the proposed process:

VI. Minimum Qualifications:

Check either yes or no for each question.

	<u>Yes</u>	<u>No</u>
Has your company been regularly engaged in the business of office supplies for a minimum of three (3) years?		
Has your company provided office supplies under at least four (4) contracts of similar size/scope during the last three (3) years?		
Does your company provide online ordering?		

Bidders may be required to verify these qualifications prior to the award of contract.

V. Signature of Authorizing Official:

Name of Proposing Company	
Address	
City, State, Zip	
Email Address	
Phone Number	
Fax Number	
Business License Number and Type	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance requirements) listed in this IFB.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**APPENDIX B
VENDOR'S REFERENCE FORM**

Name of Bidding Company _____
Representative Name & Title _____
Phone Number _____

References must not be relatives of the Vendor's representative or owners. The references given must be for clients with contracts of a similar work scope and dollar value completed during the last three (3) years.

Vendor's References (Provide a minimum of three (3))

- 1. Client's Name** _____
Contact Person _____
Address _____
City & Zip Code _____
Phone Number _____
Email _____

- 2. Client's Name** _____
Contact Person _____
Address _____
City & Zip Code _____
Phone Number _____
Email _____

- 3. Client's Name** _____
Contact Person _____
Address _____
City & Zip Code _____
Phone Number _____
Email _____

APPENDIX C
METROPOLITAN TRANSPORTATION COMMISSION
PURCHASE ORDER

1. **DEFINITIONS**

- a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
- c. Contract. The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. **ACCEPTANCE OF OFFER**

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.

3. **PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.

4. **CONTRACT PRICE**

The firm fixed price(s) or other minimum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. **VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.

6. **PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. **INSPECTION AND ACCOOEPTANCE**

Inspection and Acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. **TERMINATION**

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.
- b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. **SCHEDULE**

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. **INDEMNIFICATION**

Supplier shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in

connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC.

12. PAYMENT

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

ADDITIONAL REQUIREMENTS:

13. INSURANCE

Consultant agrees to obtain and maintain at its own expense for the duration of the Agreement the following types of insurance against claims, damages or losses arising in connection with the performance of the Agreement, placed with insurers with a Best's rating of A-X or better:

(1) Worker's Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as contractor is a sole proprietor with no employees.

(2) Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultants officers, agents, employee and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The policy(ies) covering Commercial General Liability will contain an endorsement to include MTC, its commissioners, directors, officers, representatives, agents and employees as additional insureds for products and completed operations using endorsement form #CG2010 11/85 or comparable wording. Also, the endorsement must specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss.;

(3) Business Automobile insurance for all automobiles owned, used or maintained by Consultant and Consultants officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence;

The issuing company must also provide a 30-day written notice to MTC prior to cancellation of or material change to the required coverages. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC. Any deductible, or self-insured retention of \$25,000 or greater, shall be subject to the approval of MTC. Any other special coverage restrictive devices such as "co-insurance" must be declared and approved by the Project Manager prior to job commencement. Such approval will not unreasonably withheld. Payment of any deductible or self-insured retention is the sole responsibility of the Consultant.

APPENDIX D

**ASSOCIATION OF BAY AREA GOVERNMENTS
PURCHASE ORDER**



Purchase Order. No _____

Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604-2050
(510) 464-7900

Joseph P. Bort MetroCenter
101 8th Street
Oakland, CA 94607-4756

Federal I.D.# 94-2832478

Supplier: _____
Supplier Tax I.D.#: _____
Address: _____
City: _____
Phone: _____
Fax: _____
Email: _____

Order Details

Quantity	Description	Unit Price	Total
		Items Total	
		Shipping/Handling	
		Sales Tax	
		Total	

This purchase order constitutes the Association of Bay Area Governments' (ABAG) acceptance of Supplier's offer and becomes a binding contract, as defined in General Conditions for Purchase Orders, when signed by ABAG and mailed to Supplier.

ASSOCIATION OF BAY AREA GOVERNMENTS

By: _____
Henry L. Gardner, Executive Director



GENERAL CONDITIONS FOR PURCHASE ORDERS

1. DEFINITIONS

- a. ABAG. The Association of Bay Area Governments.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by ABAG.
- c. Contract. The legal agreement between ABAG and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by ABAG; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ASSIGNMENTS

No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of ABAG.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of ABAG, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by ABAG, as provided in 8a, unless approved by ABAG in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event

Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, ABAG shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, ABAG may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse ABAG for the excess cost to ABAG, if any.

- b. Without affecting its right to cancel this order under paragraph (a) above, ABAG may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, ABAG shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with ABAG's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless ABAG and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to ABAG at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of ABAG.

12. PAYMENT

Supplier shall submit an invoice to ABAG within thirty (30) days after completion of work, unless otherwise specified in purchase order. ABAG will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to ABAG as follows: Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607.

APPENDIX E

RECYCLED PAPER PRODUCTS – DEFINITION

California Public Contract Code § 12209:

§ 12209. Minimum Content Requirements

For purposes of this article, the following minimum content requirements apply:

(a) Recycled paper products shall consist of at least 30 percent, by fiber weight, postconsumer fiber.

(b) (1) Recycled printing and writing paper shall consist of at least 30 percent, by fiber weight, postconsumer fiber.

(2) Printed newspapers that meet the requirements of Chapter 15 (commencing with Section 42750) of Part 3 of Division 30 of the Public Resources Code shall be considered in compliance with the requirements of this section.

(c) For recycled compost, cocompost, and mulch, at least 80 percent of the product shall consist of materials, including, but not limited to, the materials listed in subdivision (c) of Section

12207, that would otherwise be normally disposed of in landfills.

(d) For recycled glass, the total weight shall consist of at least 10 percent postconsumer material.

(e) Rerefined lubricating oil shall have a base oil content consisting of at least 70 percent rerefined oil.

(f) (1) For recycled plastic products, other than printer or duplication cartridges, the total weight shall consist of at least 10 percent postconsumer material.

(2) Recycled printer or duplication cartridges shall comply with either the requirements set forth in subdivision (e) of Section 12156 or the general requirement for recycled plastic products set forth in paragraph (1).

(g) Recycled paint shall have a recycled content consisting of at least 50 percent postconsumer paint. Preconsumer or secondary paint does not qualify as "recycled paint" pursuant to this subdivision. If paint containing 50 percent postconsumer content is unavailable, or is restricted by a local air quality management district, a state agency may substitute paint with at least 10 percent postconsumer content.

(h) Recycled antifreeze fluid shall have a recycled content of at least 70 percent postconsumer materials.

(i) Retreaded tires must use an existing casing that has undergone an approved or accepted recapping or retreading process, in accordance with Chapter 7 (commencing with Section 42400) of Part 3 of Division 30 of the Public Resources Code.

(j) For tire-derived products, the total content shall consist of at least 50 percent recycled used tires.

(k) For recycled metal products, the total weight shall consist of at least 10 percent postconsumer material.

(l) For reused or refurbished products, there is no minimum content requirement.